

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

AMEX ASSURANCE COMPANY
20022 N. 31st Avenue
Phoenix, AZ 85027,

Plaintiff,

v.

GARY VINCENT GIORDANO
12413 Pueblo Road
Gaithersburg, MD 20878
Montgomery County,

Defendant.

Case No. _____

COMPLAINT

AMEX Assurance Company ("AMEX"), by counsel, brings the following Complaint for Declaratory and Other Relief against Defendant Gary Vincent Giordano.

NATURE OF THE CASE

1. AMEX issued insurance policy 500000020874 ("the Policy") to Defendant Giordano on July 27, 2011 following receipt of his on-line application. At Defendant Giordano's request, the Policy included Robyn Lynn Gardner as a Covered Person. The Policy related to a trip to Aruba that Defendant Giordano and Ms. Gardner were to take between July 31, 2011 and August 5, 2011.

2. At Defendant Giordano's request, the Policy included Accidental Death and Dismemberment coverage for himself and Ms. Gardner. In applying for the Policy, Defendant Giordano selected the maximum amount of Accidental Death and Dismemberment coverage on the life of Ms. Gardner in the amount of \$1,500,000.

3. Defendant Giordano sent to AMEX a Beneficiary Designation Form dated July 27, 2011, the same day as the Policy was issued, designating Defendant Giordano as Ms. Gardner's sole beneficiary under the Policy. Defendant Giordano's mother was designated as his sole beneficiary under the Policy.

4. On August 2, 2011, Defendant Giordano reported to Aruban authorities that Ms. Gardner went missing while the two snorkeled in Aruba.

5. Upon information and belief, Ms. Gardner remains a missing person.

6. Upon information and belief, there has been no declaration or other official pronouncement of Ms. Gardner's death.

7. Starting on August 4, 2011, while Defendant Giordano was still in Aruba, he began to make inquiries about the Accidental Death and Dismemberment portion of the Policy on the life of Ms. Gardner.

8. In correspondence from Defendant Giordano's counsel dated February 27, 2012, Defendant Giordano took the position that, while he was still in Aruba shortly after the disappearance of Ms. Gardner, he had made a "death benefits Notice of Claim" on the Accidental Death and Dismemberment portion of the Policy on the life of Ms. Gardner. Other than Mr. Giordano's own admission that on August 4, 2011 he knew Ms. Gardner was deceased, upon information and belief, there is no other direct evidence that she is no longer alive.

9. Based on the public representations and statements made by Defendant Giordano about the nature of his relationship with Ms. Gardner, he did not have a legally enforceable interest in the continuation of her life sufficient to permit him to be the beneficiary of the Accidental Death and Dismemberment coverage for Ms. Gardner under the Policy.

10. In this action, AMEX seeks an adjudication of the rights and liabilities of AMEX and Defendant Giordano with respect to the Policy. Specifically, AMEX seeks a declaration that the Accidental Death and Dismemberment coverage of the Policy is void *ab initio* given that Defendant Giordano did not and does not have a legally enforceable insurable interest in the continuation of the life of Ms. Gardner.

11. In the alternative, AMEX seeks an adjudication of the rights and liabilities of AMEX and Defendant Giordano with respect to the Policy. Specifically, AMEX seeks a declaration that no valid claim could be submitted for death benefits relating to Ms. Gardner in light of: 1) the terms, conditions, and exclusions of the Policy, 2) the facts and circumstances relating to the Policy placement, and/or 3) the facts and circumstances concerning the Beneficiary Designation under the Policy or purported claims thereon.

12. In the alternative, AMEX seeks damages from Defendant Giordano for fraud and/or negligent misrepresentations made in the documents he, or his attorneys on his behalf, submitted to AMEX concerning or involving the Policy.

JURISDICTION AND VENUE

13. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds \$75,000, exclusive of interest and costs, and is between citizens of different States.

14. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 2201, which grants this Court authority to enter declaratory relief in actual controversies within its jurisdiction, and pursuant to 28 U.S.C. § 2202, which provides for further necessary or proper relief based on a declaratory judgment.

15. Venue is proper pursuant to 28 U.S.C. § 1391(b) because the wrongful conduct alleged in this Complaint occurred in the District of Maryland and Defendant Giordano resides in this district.

PARTIES

16. Plaintiff AMEX Assurance Company is an insurance company incorporated under the laws of Illinois and has its principal place of business in Phoenix, Arizona. At all times relevant to this action, AMEX was authorized to sell insurance and transact insurance business in Maryland.

17. Defendant Gary Vincent Giordano resides in Montgomery County, Maryland.

FACTUAL ALLEGATIONS

A. Issuance of Accidental Death and Dismemberment Coverage on the Life of Robyn Gardner.

18. On July 27, 2011, Defendant Giordano enrolled on-line for American Express Travel Insurance for himself and Ms. Gardner for a trip to Aruba that was to take place between July 31, 2011 and August 5, 2011.

19. Upon information and belief, Ms. Gardner had no role in the decision to purchase insurance from AMEX.

20. Upon information and belief, Ms. Gardner paid no portion of the premium for the Policy.

21. Upon information and belief, Ms. Gardner never communicated directly with AMEX about the Policy or travel insurance generally.

22. Although available to him, Defendant Giordano elected not to apply for Trip Cancellation or Interruption, Global Baggage Protection, or Global Trip Delay coverage. Rather, Defendant Giordano only applied for Travel Accident Protection, Global Medical Protection and

Car Rental Insurance. With respect to the Travel Accident Protection, Defendant Giordano selected the maximum amount of coverage, which, under valid coverage, provides for 24-Hour Accidental Death and Dismemberment coverage up to \$1,500,000.

23. Nothing in the enrollment process for American Express Travel Insurance required that Defendant Giordano buy travel insurance for any or all of his traveling companions if he elected to purchase coverage for himself. Although Defendant Giordano and Ms. Gardner were to travel together, Defendant Giordano was not required to insure Ms. Gardner as his traveling companion.

24. In reliance on the information provided by Defendant Giordano, on July 27, 2011, AMEX issued the Policy. Both Defendant Giordano and Ms. Gardner were named as Covered Persons under the Policy. A true and correct copy of the Policy is attached as Exhibit A hereto.

25. The Policy contains express warnings about the consequences of misrepresentations and fraud. Specifically, it states that:

If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or by any Covered Person to obtain benefits, all benefits will be denied.

[AMEX does] not provide coverage to You or a Traveling Companion who, whether before or after a loss, has:

(1) concealed or misrepresented any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or

(2) concealed or misrepresented any fact if the fact misrepresented contributes to the loss.

[AMEX] may terminate this Certificate for fraud or misrepresentation relating to enrollment or filing claims.

26. The Policy also contains a Ground for Termination provision based on fraud or misrepresentation. This provision reads that “[c]overage under the Certificate will end at 12:01 am on the date immediately following any of these events,” which includes:

[AMEX] determine[s] that misrepresentation or fraud in enrollment or claims presentation has occurred[.]

27. The Policy contains definitions of a number of relevant terms, including, among others, “Accident,” “Accidental Death,” and “Domestic Partner.” For example, an Accidental Death means “the death of a Covered Person as a direct result of an Accident.” And an Accident is defined as “a sudden, unexpected, or unintended event that occurs at a single, identifiable time and place, and that causes Accidental Death, Dismemberment, or Accidental Injury.” The Policy’s definition of Domestic Partner is “persons who either,

1. Can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or
2. Can meet all of the following qualifications:
 - a. Have resided with each other continuously for at least 12 months in a sole-partner relationship that is intended to be permanent;
 - b. Are not married to any other person;
 - c. Are at least 18 years old;
 - d. Are not related to each other by blood closer than would bar marriage per state law; and
 - e. Are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments or insurance.”

28. The Policy also contains exclusions for losses involving:

Violation of a criminal law, offense or infraction, whether cited or charged, by or on behalf of the Covered Person or Beneficiary;

and:

Being engaged or committing fraud, abuse, or illegal activity of any kind by the Covered Person or Family Member[.]

29. With respect to Accidental Death and Dismemberment coverage involving a missing person, the Policy expressly states that no claim can be made until 52 weeks after a Covered Person's disappearance:

If the Covered Person's remains cannot be found within 52 weeks after the date of an Accident involving the disappearance, sinking or wrecking of a Scheduled Airline on which the Covered Person was a passenger while on a Covered Trip, it will be presumed, subject to the absence of evidence to the contrary, that the Covered Person suffered Accidental Death covered by the Certificate. In regards to 24-Hour Accidental Death and Dismemberment benefits only, this provision applies to any circumstances in which the Covered Person's remains cannot be found, unless such circumstance is otherwise excluded by this Certificate.

30. Further, the Policy expressly addresses the effective date of Beneficiary Designations:

Any Beneficiary designations or changes made will take effect as of the date of the signed request. The prior Beneficiary's interest ends the date the new designation takes effect.

31. Under Maryland law, there is no presumption that Ms. Gardner suffered an Accidental Death on August 2, 2011.

32. Rather, under Maryland law, determination of death is to be made by a court:

If the death of a person or the date of his death is at issue, he is not presumed dead in any proceedings under this subtitle or under Title 13 of the Estates and Trusts Article, merely because he has been absent from his place of residence and not heard about for any stated period of time. The issue shall go to the court as one of fact to be determined upon the evidence. If during his absence the person has been exposed to a specific peril of death, this fact shall be considered by the court.

MD CODE ANN., MD CTS & JUD PRO § 3-102.

B. Designation of Defendant Giordano as the Sole Beneficiary of the Accidental Death and Dismemberment Coverage on the Life of Robyn Gardner.

33. Defendant Giordano forwarded to AMEX, via facsimile, Beneficiary Designation Forms for himself and Ms. Gardner. Those forms are dated July 27, 2011, the same date the Policy was issued.

34. The sending facsimile number on the Beneficiary Designation Forms as received by AMEX is a Maryland number. The facsimile contains "Leverage LLC" in the header.

35. According to public records, Leverage LLC is a limited liability corporation organized under the laws of Maryland. On July 13, 2009, the name and address of the resident agent of Leverage LLC was changed from "None" to "Gary Giordano 12413 Pueblo Road, Gaithersburg, MD 20878." "Gary V. Giordano" was identified as the "Leverage CEO" on a Resolution to Change Principal Office or Resident Agent form.

36. Ms. Gardner's Beneficiary Designation Form designated "Gary Giordano" as her sole primary beneficiary. "Partner" was written in the box "Relationship To Covered Person." This form is hand dated "7-27-11." A true and correct copy of this Beneficiary Designation Form is attached as Exhibit B hereto.

37. Defendant Giordano's Beneficiary Designation Form names his mother, Barbara Giordano, as his primary (and sole) beneficiary under the Policy. A true and correct copy of this Beneficiary Designation Form is attached as Exhibit C hereto.

C. Ms. Gardner's Disappearance in Aruba and Defendant Giordano's Subsequent Public Statements about the Nature of their Relationship.

38. On August 2, 2011, Ms. Gardner was reported missing by Defendant Giordano in Aruba at approximately 6 p.m. local time.

39. On August 4, 2011, at approximately 10:30 a.m. CT, Defendant Giordano called AMEX regarding the Policy and spoke with an AMEX representative. Defendant Giordano's

first question was whether AMEX had received the Beneficiary Designation Forms. Defendant Giordano advised the representative that he had faxed the forms on July 30, 2011 to AMEX and also mailed the forms to AMEX. Defendant Giordano then questioned whether the originals that he had would suffice if the two sets of copies that he sent in were not received by AMEX.

40. On August 5, 2011, while trying to board a plane to return to the United States, Defendant Giordano was detained by the Aruban authorities in connection with Ms. Gardner's disappearance.

41. Defendant Giordano remained in an Aruban jail until late November 2011.

42. Upon his release, Defendant Giordano gave multiple television interviews in the United States.

43. During those interviews, Defendant Giordano described how he and Ms. Gardner had met through a website called "Adult Friend Finder." He further described the casual and non-exclusive nature of their relationship. At no time during those interviews did he suggest that:

- a. He and Ms. Gardner were related by blood or marriage;
- b. He and Ms. Gardner were partners of any kind;
- c. He and Ms. Gardner had business relationships of any kind; or
- d. He had any debts or other economic interests in common with Ms. Gardner.

44. While Defendant Giordano was incarcerated in Aruba following Ms. Gardner's disappearance, his father gave an interview to a national publication in the United States. During that interview, Defendant Giordano's father acknowledged that he had never heard Ms. Gardner's name from his son or anyone else before she disappeared in Aruba on August 2, 2011.

45. By letter dated February 27, 2012, an attorney for Defendant Giordano took the position that, on August 4, 2011, Defendant Giordano made a “death benefits Notice of Claim” to AMEX on the life of Ms. Gardener under the Policy. However, that letter referenced a different policy purchased by Defendant Giordano that provided for Accidental Death and Dismemberment coverage on a woman other than Ms. Gardner.

46. On March 14, 2012, Defendant Giordano signed a notarized affidavit averring that the attorney who sent the February 27, 2012 letter was Defendant Giordano’s authorized representative and was duly authorized and appointed to represent Defendant Giordano in all communications with AMEX.

47. After AMEX noted the error in the policy number in the February 27, 2012 letter, Defendant Giordano again demanded, by letter dated March 29, 2012, that AMEX “tender the full sum of \$1,500,000 within ten (10) days or suit will be filed.”

48. AMEX responded that based on AMEX’s understanding of the facts, under any circumstances, no one could make a claim until, at the earliest, August 4, 2012. AMEX requested that Defendant Giordano provide any information that would change AMEX’s understanding of the facts.

49. AMEX did not receive further correspondence from Defendant Giordano or his counsel at that point in time.

D. Defendant Giordano Files Suit Against AMEX in Illinois.

50. On June 14, 2012, Defendant Giordano filed a complaint naming AMEX Assurance Company as a defendant in the Chancery Division of the Circuit Court of Cook County, Illinois.

51. That complaint asserts causes of action for alleged breach of contract (Count I) and for a declaratory judgment (Count II) with respect to American Express Travel Insurance

Policy Number 500000012451.¹ In that lawsuit, Defendant Giordano asked the court to enter judgment in his favor for \$3,500,000 and to declare that AMEX has a duty to pay the “full death benefit” to Defendant Giordano under policy 500000012451. Nowhere in that Complaint is there an explanation for Defendant Giordano’s assertion that he is entitled to recover \$3,500,000.

52. On August 17, 2012, one of Defendant Giordano’s attorneys sent a “Policy Demand Letter” to AMEX, demanding immediate tender of “the full death benefits under the policy” as the “only justification for withholding benefits thus far has been” that “the 52-week missing person (or “remains”) clause had yet to expire.”

53. During the interviews given by Defendant Giordano after he was released from Aruban jail, he was asked whether he expected to recover benefits under the Policy. Defendant Giordano responded, “I haven’t given that a thought. . . I haven’t given that a positive thought. . . Whenever I think about that it’s dirty. As you pointed out, I would not have been arrested and detained for you know four months with murderers if in fact I did not have that insurance.” During that interview or, upon information and belief, any others given by Defendant Giordano did he ever acknowledge that, from his perspective, he had submitted a “death benefits Notice of Claim” only two days after Ms. Gardner’s disappearance in Aruba.

54. Upon information and belief, Defendant Giordano and Ms. Gardner were not related by blood and were not married.

55. Upon information and belief, Defendant Giordano and Ms. Gardner were not in a domestic partnership.

¹ On April 27, 2011, AMEX issued policy 500000012451 for Defendant Giordano and Ms. Gardner for a trip to the Bahamas from June 5, 2011 through June 12, 2011. In the Beneficiary Designation Form identifying him as the sole beneficiary of coverage on Robyn Gardner under that policy, Defendant Giordano misrepresented that she was his “Domestic Partner.”

56. Upon information and belief, Defendant Giordano and Ms. Gardner were not business partners. The two were not partners in any businesses registered in Maryland.

57. Upon information and belief, Defendant Giordano did not employ Ms. Gardner.

58. Upon information and belief, Defendant Giordano and Ms. Gardner do not share joint ownership in any real or personal property.

CLAIMS FOR RELIEF

COUNT I

(Declaratory Relief – The Accidental Death and Dismemberment Coverage of the Policy Is Void *Ab Initio* for Lack of Insurable Interest)

59. AMEX incorporates the allegations contained in paragraphs 1 through 58 of this Complaint as if fully set forth herein.

60. There is a fundamental public policy prohibiting wagering contracts on another's life. For that reason, a person is prohibited from procuring or causing to be procured an insurance contract on the life or body of another individual unless the benefits are payable to a person with an insurable interest.

61. Defendant Giordano did not have an insurable interest in Ms. Gardner's life.

62. Defendant Giordano did not have an insurable interest in the continuation of Ms. Gardner's life.

63. Upon information and belief, Defendant Giordano and Ms. Gardner were not related by blood and were not married.

64. Upon information and belief, Defendant Giordano and Ms. Gardner were not partners in a business, registered or otherwise.

65. Upon information and belief, Ms. Gardner was not an employee of Defendant Giordano.

66. Upon information and belief, Defendant Giordano and Ms. Gardner did not share joint ownership in any real or personal property.

67. The nature of Defendant Giordano and Ms. Gardner's relationship, as described by Defendant Giordano in nationally televised interviews, does not indicate that he would lose access to property, business opportunities, or expected personal income in the event of Ms. Gardner's death.

68. Consequently, the Accidental Death and Dismemberment coverage of the Policy is void *ab initio* given that Defendant Giordano did not have an insurable interest in the continuation of Ms. Gardner's life. No valid claim may be made by any party under the Accidental Death and Dismemberment coverage of the Policy on Ms. Gardener.

69. There exists an actual and justiciable controversy between the parties about the enforceability of the Accidental Death and Dismemberment coverage under the Policy as it pertains to Ms. Gardner that is of sufficient immediacy and magnitude to warrant the issuance of declaratory relief.

70. AMEX seeks a declaration that the Accidental Death and Dismemberment coverage of the Policy is void *ab initio*.

COUNT II

(Declaratory Relief – No Valid Claim May Be Made Under the Accidental Death and Dismemberment Coverage of the Policy)

71. AMEX incorporates the allegations contained in paragraphs 1 through 70 of this Complaint as if fully set forth herein.

72. Given the terms, conditions, and exclusions of the Policy, the circumstances involving placement of the Policy, the circumstances involving submission of the Beneficiary

Designation form and the circumstances concerning Defendant Giordano's purported submission of a death benefits claim, there exists an actual and justiciable controversy between the parties about the enforceability of the Accidental Death and Dismemberment coverage under the Policy as it pertains to Ms. Gardner that is of sufficient immediacy and magnitude to warrant the issuance of declaratory relief.

73. AMEX seeks a declaration that no valid claim may be made under the Accidental Death and Dismemberment coverage under the Policy as it pertains to Ms. Gardner given: the terms, conditions, and exclusions of the Policy; the facts and circumstances relating to the Policy placement; and/or the facts and circumstances concerning the Beneficiary Designation under the Policy.

COUNT III

(Fraud)

74. AMEX incorporates the allegations contained in paragraphs 1 through 73 of this Complaint as if fully set forth herein.

75. Defendant Giordano submitted a Beneficiary Designation Form to AMEX representing that Ms. Gardner was his "Partner."

76. Defendant Giordano's representation to AMEX about the nature of his relationship with Ms. Gardner was false and an intentional misrepresentation of material fact.

77. Defendant Giordano's own statements made after he was released from Aruban jail about the casual and non-exclusive nature of his relationship with Ms. Gardner demonstrate that the representation to AMEX that they were partners was false.

78. Defendant Giordano knew that the statement on the relevant Beneficiary Designation Form that his relationship to Ms. Gardner was one of "Partner" was false or the

representation about the nature of their relationship was made with reckless indifference to the truth.

79. As a party to an insurance transaction, Defendant Giordano had a duty to truthfully disclose material facts to AMEX.

80. In the alternative, because Defendant Giordano made a partial and fragmentary statement of fact to AMEX – that Defendant Giordano’s relationship to Ms. Gardner was one of “Partner” – he had an obligation to disclose the full truth to AMEX.

81. Defendant Giordano’s relationship to Ms. Gardner is a material fact, explicitly requested on the Beneficiary Designation Form, as it indicated to AMEX that Defendant Giordano had an insurable interest in the life of Ms. Gardner.

82. In submitting the Beneficiary Designation Form to AMEX indicating that Ms. Gardner was his “Partner,” Defendant Giordano failed to supply an accurate and truthful description of the nature of his relationship to Ms. Gardner.

83. Defendant Giordano made the false statement regarding the nature of his relationship to Gardner for the purpose of defrauding AMEX.

84. Defendant Giordano intended to defraud or deceive AMEX through his affirmative misrepresentation or concealment of the true nature of his relationship with Ms. Gardner.

85. AMEX reasonably relied on, and had a right to rely on, the information provided by Defendant Giordano about the nature of his relationship with Ms. Gardner.

86. Insurance companies have a property interest in paying out benefits in accordance with policy terms and applicable law.

87. AMEX has suffered damage in an amount to be determined at trial directly and proximately resulting from Defendant Giordano's fraudulent conduct.

COUNT IV

(Negligent Misrepresentation)

88. AMEX incorporates the allegations contained in paragraphs 1 through 87 of this Complaint as if fully set forth herein.

89. Defendant Giordano owed a duty of care to AMEX to ensure that the representations he made in connection with the Policy were true, accurate and complete.

90. Defendant Giordano negligently asserted a false statement to AMEX by submitting a Beneficiary Designation Form, which contained the statement that Defendant Giordano's relationship to Ms. Gardner was one of "Partner."

91. Defendant Giordano intended that AMEX rely on the Beneficiary Designation Form. The first question Defendant Giordano asked when he called AMEX on August 4, 2011, was whether AMEX had received the Beneficiary Designation Forms he faxed on July 30, 2011. This question indicates that Defendant Giordano intended for AMEX to designate him as Ms. Gardner's sole primary beneficiary based on the information contained in Ms. Gardner's Beneficiary Designation Form.

92. Defendant Giordano had knowledge that AMEX would reasonably rely on the information contained in the Beneficiary Designation Form, which, if erroneous, would cause loss or injury to AMEX.

93. AMEX took action in reasonable reliance on the information contained in the Beneficiary Designation Form.

94. Insurance companies have a property interest in paying out benefits in accordance with policy terms and applicable law.

95. AMEX has suffered damage in an amount to be determined at trial directly and proximately resulting from Defendant Giordano's negligent misrepresentation regarding the true nature of his relationship to Ms. Gardner.

REQUEST FOR RELIEF

COUNT I

WHEREFORE, Plaintiff AMEX respectfully requests that this Court:

96. Issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202 that the Accidental Death and Dismemberment coverage of the Policy on Ms. Gardner is void *ab initio* given an absence of an insurable interest; and,

97. Award to AMEX such other and further relief as the Court deems appropriate.

COUNT II

WHEREFORE, Plaintiff AMEX respectfully requests that this Court:

98. Issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202 that there can be no valid claim under the Accidental Death and Dismemberment coverage of the Policy on Ms. Gardner; and,

99. Award to AMEX such other and further relief as the Court deems appropriate.

COUNT III

WHEREFORE, Plaintiff AMEX respectfully requests that this Court:

100. Award AMEX compensatory and consequential damages to be paid by Defendant Giordano in an amount to be proven at trial, plus interest and costs relating to Defendant Giordano's fraudulent conduct; and,

101. Grant such further and other relief as the Court deems just and proper.

COUNT IV

WHEREFORE, Plaintiff AMEX respectfully requests that this Court:

102. Award AMEX compensatory and consequential damages to be paid by Defendant Giordano in an amount to be proven at trial, plus interest and costs relating to Defendant Giordano's negligent misrepresentations; and,

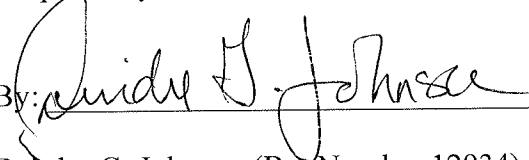
103. Grant such further and other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff AMEX Assurance Company hereby demands that all issues presented by this lawsuit which are properly triable by jury be so tried.

Dated: September 5, 2012

Respectfully Submitted,

By: 

Dendre G. Johnson (Bar Number 12934)
Thomas A. Hanusik (*pro hac vice* motion to be
filed simultaneously with this Complaint)
Olivia L. Lynch* (*pro hac vice* motion to be filed
simultaneously with this Complaint)
CROWELL & MORING LLP
1001 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2595
Tel: (202) 624-2500
Fax: (202) 628-5116
djohnson@crowell.com

Counsel for Plaintiff AMEX Assurance Company

** Admitted in New York. Not admitted in DC. Practice supervised by Partners of Crowell & Moring.*

Exhibit A

American Express Travel Insurance
P.O. Box 471792
Tulsa, OK 74147-1792

July 27, 2011



0024

Dear Gary V Giordano:

Identification#: 500000020874

Thank you for enrolling in American Express® Travel Insurance, the insurance that protects covered travelers should the unexpected occur while traveling.

Now you can travel with confidence knowing you receive many important benefits for each Covered Trip including:

- **Emergency Medical and Dental Expense Coverage.** Coverage for emergency medical and dental expenses if you need to seek treatment from a Physician during your trip.
- **Emergency Evacuation.** Coverage if you need to be evacuated due to a medical emergency.
- **Travel Accident Protection.** Coverage for Accidental Death & Dismemberment to protect the financial security of your loved ones in the event something happens to you while traveling.
- **Car Rental Coverage.** Coverage for theft of or damage to a Rental Car, which may eliminate the need to file a claim with your personal insurance company and risk having premiums increase.
- **Travel Assistance.** 24 hour hotline to provide assistance with medical and legal referrals, assistance with lost travel documents, translators, and more.

We have enclosed your Plan documents which summarize your benefits. Please read them carefully and keep them with your other important papers.

Enclosed is our privacy notice that explains how we collect and safeguard personal information and the choices you have about the use of that information when you enroll in American Express Travel Insurance products.

AMERICAN EXPRESS TRAVEL INSURANCE



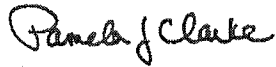
American Express Travel Insurance (Policy AX0126, or Policy AETI-IND), American Express Car Rental Insurance (Policy AX0126, or Policy AECRI-IND) are underwritten by AMEX Assurance Company, Administrative Office, Phoenix AZ. Coverage is determined by the terms, conditions, and exclusions of the respective policies (see above) and is subject to change with notice. This document does not supplement or replace the Policy.

If you have any questions, please contact our Client Service Department by calling 800-228-6855.

You also can visit us at www.americanexpress.com/travel-insurance to learn more about the other products we have that can meet your travel needs.

Thank you for your continued business with American Express.

Sincerely,

A handwritten signature in black ink that reads "Pamela J. Clarke". The signature is written in a cursive style with a large initial "P" and "C".

Pamela J. Clarke
Manager, Travel Insurance
AMEX Assurance Company

An Important Notice Concerning Enrollee Privacy

This Privacy Notice is addressed to United States enrollees in the American Express Travel InsuranceSM service ("the Service"). This Notice explains how we collect, use, and safeguard information about you and how to limit the use and disclosure of your information.

In this Notice, "American Express," "we," "our," and "us" refer to American Express Travel Related Services Company, Inc., American Express Centurion Bank, AMEX Assurance Company, and American Express Bank, FSB. These entities are "Affiliates" of each other, which are companies in the American Express family that are related to each other by common ownership or control. Our Affiliates also include publishers, travelers cheques issuers, and travel agents. The account that we create under the American Express Travel Insurance service is called a "Service Account." Customers of the Service are called "Enrollee(s)" or "you(r)."

What Information Do We Collect?

We obtain information about you from a variety of sources. You provide us with information about yourself, for example, when enrolling in the Service. This includes your name, address, e-mail address, birth date, payment information (including credit card number and expiration date), names and birth dates of Additional Covered Persons, payment information (including credit card number and expiration date), information about your beneficiaries and their relationship to you, and information about your travel plans, such as cost, departure and return dates, destination and carriers. We also obtain information about the company that referred you to the Service if your purchase results from a referral from one of the companies with which we work to tell consumers about the Service. Your use of the Service and your other transactions with us and our Affiliates provide us with additional information, such as your spending and transaction history. Other sources, such as providers of marketing information, furnish us with additional information about you, such as your purchasing preferences and other matters. We also obtain information about you in connection with our efforts to protect against fraud. We call all of this information "Enrollee Information."

What Do We Do with Enrollee Information?

We use Enrollee Information in connection with delivering products and services to you. To do this it is often necessary to share it with our Affiliates and other companies we work with. These include companies that underwrite American Express Travel InsuranceSM products and services, manage Service Accounts, as well as those that provide customer service, claims processing, marketing services and/or other business operations for us, and companies whose products or services are provided as a benefit of your Service Account with us. We may also share Enrollee Information with other financial institutions with whom we jointly offer products and services. And we may disclose it to other third parties as permitted by law. For example, we disclose Enrollee Information in response to subpoenas, to credit reporting agencies, and to help prevent fraud.

Valuable Partner Offers

We work with carefully selected business partners, so that you may receive offers for their products and services. We use Enrollee Information to help make these offers more relevant and valuable to you. If you respond to one of these offers, the business partner will know certain information about you, such as your name, that you are a Enrollee, and that you met the qualifications established for the offer. You can inform us not to send you these offers.

Your Choices

Please let us know if you do not want us to use your Enrollee Information to communicate with you about offers, including exclusive partner offers and offers from our Affiliates, by mail, telephone, and/or e-mail, by calling us at 1-800-228-6855. If you make these choices, you may not learn about products, services, and features, including discounts and other special offers, we believe may be of interest to you and add value to your Service Account with us.

If you have other service accounts with us, you will receive additional privacy notices that apply to those accounts. **Please note that any choices you make will only apply to this Service Account.**

If you make choices not to receive offers as indicated above, we may still include notices and information about the Service and other products and services when communicating with you about your Service Account and related products and services.

Information Security

We use reasonable administrative, technical, and physical security measures to protect your Enrollee Information.

Former Customers

If you cancel your Service Account, or your Service Account is closed (*e.g.*, because your insurance coverage has terminated), we will continue to treat and safeguard your Enrollee Information as described in this Notice.

**AMEX Assurance Company
American Express® Travel Insurance**

NOTICE OF HIPAA PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of HIPAA* Privacy Practices describes how we may use and disclose your protected health information to administer your American Express Travel Insurance coverage, and for other purposes that are permitted or required by law. It also sets out our legal obligations concerning your protected health information. Additionally, this Notice describes your rights to access and control your protected health information.

This Notice applies only to certain health-related products covered by our company and their affiliated entities. "Health-related products" are individual or group products that provide, or pay the cost of, medical care. These include major medical policies, dental and vision products, medicare supplemental insurance and long-term care policies that have a health care reimbursement component. It does not apply to certain products (such as a life insurance or disability insurance policy) that may involve some use or disclosure of health information, but whose primary function is not the reimbursement of the costs of health care.

Protected health information is individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health plan, your employer, or a health care clearinghouse and that relates to: (i) your past, present, or future physical or mental health or condition; (ii) the provision of health care to you; or (iii) the past, present, or future payment for the provision of health care for you.

If you have any questions or want additional information about the Notice or the policies and procedures described in the Notice, please contact: Attn: Card Products, AMEX Assurance Company HIPAA Compliance, MC: 08-01-20, 20022 N. 31st Ave., Phoenix, AZ 85027 or call 1-800-228-6855, to reach a Client Service associate.

Effective Date

This notice becomes effective on April 14, 2003.

Our Responsibilities

We are required by law to maintain the privacy of your protected health information. We are obligated to provide you with a copy of this Notice of our legal duties and our privacy practices with respect to protected health information. And we must abide by the terms of this Notice. We reserve the right to change the provisions of our Notice and make the new provisions effective for all protected health information that we maintain. If we make a material change to our Notice, we will mail a revised Notice to the address that we have on record for you.

Primary Uses and Disclosures of Protected Health Information

The following is a description of how we are most likely to use and/or disclose your protected health information. Where state law provides additional restrictions on how we can use and disclose information, we will follow applicable state laws.

Payment and Health Care Operations

We have the right to use and disclose your protected health information for all activities that are included within the definitions of "payment" and "health care operations" as set out in 45 C.F.R. § 164.501 (this provision is a part of what is known as "the HIPAA Privacy Regulations"). We have not listed in this Notice all of the activities included within these definitions, so please refer to 45 C.F.R. §164.501 for a complete list.

Payment

We will use or disclose your protected health information to fulfill our responsibilities for coverage and providing benefits under your policy. For example, we may disclose your protected health information when a provider requests information regarding your eligibility for coverage under our health plan, or we may use your information to determine if a treatment that you received was medically necessary.

***Health Insurance Portability and Accountability Act**

Health Care Operations

We will use or disclose your protected health information to support our business functions. These functions include, but are not limited to: quality assessment and improvement, reviewing provider performance, licensing, business planning, and business development. For example, we may use your information (i) to respond to a customer service inquiry from you, (ii) to review the quality of medical services being provided to you, or (iii) to conduct audits or medical review of claims activity.

Business Associates

We contract with individuals and entities (known as "business associates") to perform various functions on our behalf or to provide certain types of services. Some of the functions they provide are administering claims and policy service support. To perform these functions or to provide the services, business associates will receive, create, maintain, use, or disclose protected health information, but only after we require the business associates to agree in writing to contract terms designed to appropriately safeguard your information.

Other Possible Uses and Disclosures of Protected Health Information

We may disclose your protected health information in other ways, which law permits us to. Those ways may include health oversight activities; as required by law; in connection with public health activities; abuse or neglect reports required by governmental authorities; legal proceedings; law enforcement; coroners, medical examiners, funeral directors, and organ donation; research; military activity and national security; in connection with an inmate of a correctional institution; worker's compensation; or to others involved in your health care.

Required Disclosures of Your Protected Health Information

The following is a description of disclosures that we are required by law to make.

Disclosures to the Secretary of the U.S. Department of Health and Human Services

We are required to disclose your protected health information to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining our compliance with the HIPAA Privacy Regulations.

Disclosures to You

We are required to disclose to you most of your protected health information in a "designated record set" when you request access to this information. Generally, a "designated record set" contains medical and billing records, as well as other records that are used to make decisions about your health care benefits. We also are required to provide, upon your request, an accounting of many disclosures of your protected health information that are for reasons other than payment and health care operations.

Other Uses and Disclosures of Your Protected Health Information

Other uses and disclosures of your protected health information that are not described above will be made only with your written authorization. If you provide us with such an authorization, you may revoke the authorization in writing, and this revocation will be effective for future uses and disclosures of protected health information. However, the revocation will not be effective for information that we already have used or disclosed in reliance on your authorization.

Your Rights

Right to Request a Restriction

You have the right to request a restriction on the protected health information we use or disclose about you for payment or health care operations.

We are not required to agree to any restriction that you may request. If we do agree to the restriction, we will comply with the restriction unless the information is needed to provide service to you under the policy.

You may request a restriction by writing. In your request tell us: (1) the information whose disclosure you want to limit and (2) how you want to limit our use and/or disclosure of the information.

Right to Request Confidential Communications

If you believe that a disclosure of all or part of your protected health information may endanger you, you may request in writing that we communicate with you regarding your information in an alternative manner or at an alternative location.

In your request tell us: (1) the parts of your protected health information that you want us to communicate with you in an alternative manner or at an alternative location and (2) that the disclosure of all or part of the information in a manner inconsistent with your instructions would put you in danger.

Right to Inspect and Copy

You have the right to inspect and copy your protected health information that is contained in a "designated record set". Generally, a "designated record set" contains medical and billing records, as well as other records that are used to make decisions about your health care benefits. However, you may not inspect or copy psychotherapy notes or certain other information that may be contained in a designated record set.

To inspect and copy your protected health information that is contained in a designated record set, you must submit your request in writing. If you request a copy of the information, we may charge a fee for the costs of copying, mailing, or other supplies associated with your request.

We may deny your request to inspect and copy your protected health information in certain limited circumstances. If you are denied access to your information and you request that the denial be reviewed, we will review your request.

Right to Amend

If you believe that your protected health information is incorrect or incomplete, you may request in writing that we amend your information. Your request should include the reason the amendment is necessary.

In certain cases, we may deny your request for an amendment. For example, we may deny your request if the information you want to amend is not maintained by us, but by another entity. If we deny your request, you may have the right to file a statement of disagreement with us. Your statement of disagreement will be linked with the disputed information and all future disclosures of the disputed information will include your statement.

Right of an Accounting

You have a right to request in writing, an accounting of most disclosures of your protected health information that are for reasons other than payment or servicing your policy. An accounting will include the date(s) of the disclosure, to whom we made the disclosure, a brief description of the information disclosed, and the purpose for the disclosure. Your request may be for disclosures made up to 6 years before the date of your request, but in no event, for disclosures made before April 14, 2003. The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at the time before any costs are incurred.

Complaints

You may complain to us if you believe that we have violated your privacy rights. You may file a complaint with us by writing to: Attn: Card Products AMEX Assurance Company HIPAA Compliance, MC: 08-01-20, 20022 N. 31st Ave., Phoenix, AZ 85027.

You also may file a complaint with the Secretary of the U.S. Department of Health and Human Services. Complaints filed directly with the Secretary must: (1) be in writing; (2) contain the name of the entity against which the complaint is lodged; (3) describe the relevant problems; and (4) be filed within 180 days of the time you become aware of the problem.

We will not penalize or in any other way retaliate against you for filing a complaint with the Secretary or with us.

**American Express® Travel Insurance
Schedule of Benefits**

Underwritten by AMEX Assurance Company
Administrative Office, MC 08-01-20, 20022 N. 31st Ave., Phoenix, AZ 85027

This Schedule of Benefits is the summary of benefits for You, the American Express Travel Insurance Enrollee, and any additional Covered Persons enrolled by You. This document will serve as proof of insurance coverage.

If You should have any questions regarding Your benefits or would like to request a change, please contact Us at 1-800-228-6855. For any change in coverage, the Coverage Effective Date will be the next business day following Our acceptance of the change and receipt of any additional required premium.

For the 24-Hour Travel Assistance Hotline, please call: 1-800-228-6855 within the United States or collect to 1-(303)-273-6497 from anywhere else.

Name of Enrollee: Gary V Giordano

Names of Covered Persons:

Covered Person 1 - Gary Vincent Giordano

Covered Person 2 - Robyn Lynn Gardner

American Express Travel Insurance Identification Number: 500000020874

American Express Travel Insurance Coverage Selected: Global Medical Protection-Gold and Travel Accident Protection-Platinum

Payment Plan: Designated Trip

Premium Amount: \$170.00

This Coverage Includes:

- Emergency Medical Evacuation/Repatriation* up to \$100,000
- Emergency Medical* up to \$100,000
- Emergency Dental Expense* up to \$750
- Travel Accident Protection up to \$1,500,000
- 24-Hour Accidental Death & Dismemberment up to \$1,500,000
- 24-Hour Travel Assistance Hotline

* these benefits are part of the Global Medical Plan

Enrollment Date: 07/27/2011

Covered Trip Destination: Aruba

Covered Trip Departure Date and Conclusion Date: 07/31/2011 - 08/05/2011

Global Medical Plan Coverage Effective Date and Conclusion Date: 07/31/2011 - 08/05/2011

AMERICAN EXPRESS® TRAVEL INSURANCE

CERTIFICATE OF INSURANCE

Underwritten by AMEX Assurance Company
Administrative Office, MC 08-01-20, 20022 N. 31st Ave., Phoenix AZ 85027

Certificate prepared for: Gary V Giordano
Identification number: 500000020874

We have issued the Group Master Policy AX0126 (herein called the Policy) to the Master Policyholder. Coverage is provided to You and Traveling Companions enrolled for coverage, subject to the exclusions and provisions of the Policy.

IF YOU ARE NOT FULLY SATISFIED WITH THE AMERICAN EXPRESS TRAVEL INSURANCE DESCRIBED WITHIN, YOU MAY VOID IT BY RETURNING THIS CERTIFICATE OF INSURANCE WITHIN 14 DAYS AFTER RECEIPT TO US AT AMERICAN EXPRESS TRAVEL INSURANCE, P.O. BOX 471792, TULSA OK 74147-1792 AND YOUR PREMIUM WILL BE REFUNDED IN FULL AND WHEN SO RETURNED THE COVERAGE WILL BE VOID FROM THE BEGINNING.

COVERAGE EFFECTIVE DATE

Coverage for Emergency Medical and Dental Expense, Emergency Medical Evacuation/Repatriation coverage and Travel Accident Protection is effective at 12:01 a.m. on the Covered Trip Departure Date, provided:

1. Your enrollment is received and validated by Us; or
2. Your enrollment is postmarked prior to or on the Covered Trip Departure Date.

For summary information about Covered Persons, Benefits and Coverage Effective Dates, see Your Schedule of Benefits. For all types of benefits, coverage is not effective unless the correct premium has been paid.

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I. INTRODUCTION TO YOUR COVERAGE

This Certificate of Insurance Coverage ("Certificate") provides travel benefits for Covered Persons as described below.

This Certificate replaces any other Certificate that You may have received previously. The benefits described in this Certificate are subject to all the terms, conditions and exclusions of the Policy. This Certificate is an important document. Please read it and keep it in a safe place.

II. DEFINITIONS

Certain words used in this Certificate are capitalized throughout and have special meanings. Wherever used herein, the singular shall include the plural, the plural shall include the singular, as the context requires. Some words defined in this section only relate to certain benefits and may not apply to Your Certificate if You do not choose those benefits.

Accident means a sudden, unexpected, or unintended event that occurs at a single, identifiable time and place, and that causes Accidental Death, Dismemberment, or Accidental Injury. An Accident may not be caused by Sickness or other conditions, or by the voluntary ingestion, injection, or inhalation of any substance.

Accidental Death means the death of a Covered Person as a direct result of an Accident.

Accidental Injury means bodily injury to a Covered Person as a direct result of an Accident.

Account means the credit, charge, prepaid, or debit card account issued to the Enrollee in his or her name to which premiums will be billed. The Account must be listed on the enrollment form or provided to a representative by phone to be considered an eligible enrolled Account to which premium can be billed.

Ambulance means a vehicle equipped for transporting the injured and sick, staffed by trained personnel and is operated and duly licensed through a hospital, municipality or independent ambulance service.

American Express Card means for the purpose of this Certificate, any card bearing an American Express trademark or logo issued by American Express Travel Related Services, Inc. or its subsidiaries and affiliates.

American Express Membership Rewards Points or Membership Rewards Points means credits obtained through the Membership Rewards program available with most American Express Cards, which are earned when making certain purchases with such cards.

Attending Physician means the Physician from whom treatment is sought for a Sickness or Accidental Injury.

Baggage means each Covered Person's suitcases or traveling bags, the contents of each, and the Covered Person's personal effects that the Covered Person brings on a Covered Trip.

Beneficiary means the person or entity designated on forms and in a manner approved by Us to receive benefits in the event of Accidental Death. If no person or entity is designated, the Beneficiary will be determined by the terms of the Certificate.

Boarding means engaging, by a Covered Person, in the direct and immediate act of getting on and entering into a Scheduled Airline or Common Carrier Conveyance to begin, or while on, a Covered Trip.

Business Effects means property owned by the Covered Person or used in conjunction with the Covered Person's employment for which the safekeeping is the Covered Person's responsibility.

Common Carrier Conveyance means any land, water or air vehicle operated by a licensed common carrier and offered to the public to carry passengers for hire on a regularly scheduled basis. (A rental or personal vehicle is not a Common Carrier Conveyance.)

Commutation means travel between an individual's residence, whether Permanent or Temporary, and the individual's routine place of daily employment.

Company means AMEX Assurance Company and its duly authorized agents or subcontractors.

Company Officer means, in regards to the employer of a Covered Person, a person who acts in an official capacity in a company. Company Officers include, but may not be limited to directors, managers and corporate secretaries.

Complications of Pregnancy means conditions whose diagnoses are distinct from pregnancy, but are adversely affected by pregnancy or caused by pregnancy. Such conditions include, but are not limited to:

1. Acute nephritis;
2. Nephrosis;
3. Cardiac decompensation;
4. Missed abortion and similar medical and surgical conditions of comparable severity;
5. Non-elective cesarean section;
6. Ectopic pregnancy which is terminated;
7. Hyperemesis gravidarum and preeclampsia; or
8. Spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy shall not include:

1. False labor;
2. Occasional spotting;
3. Physician-prescribed rest during the period of Pregnancy;
4. Morning sickness; and
5. Similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

Coverage Effective Date is the date shown on the Schedule of Benefits identifying the date coverage under the Certificate begins.

Covered Person means You or Your Traveling Companions who have met the enrollment requirements of the Plan, and for whom all premiums have been paid. If You pay for coverage on behalf of another person(s), but do not accompany the person(s) on the Covered Trip, You are not a Covered Person.

Covered Trip is defined in the Description of Benefits section in connection with each type of benefit provided by Us under this Certificate.

Covered Trip Conclusion Date means the date on which the Covered Person is originally scheduled to return to the point where the Covered Trip started or to the Covered Person's final destination.

Covered Trip Departure Date means the date on which the Covered Person is originally scheduled to leave on the Covered Trip.

Dentist means a Doctor of Dental Surgery or Doctor of Dental Medicine as defined and licensed by the jurisdiction in which the Dentist is practicing, and who is providing dental services authorized by his or her license. The treating Dentist may not be a Covered Person, Spouse or Domestic Partner of the Covered Person, other Family Member of the Covered Person or anyone else related to the Covered Person by blood.

Dependent means

1. Your lawful Spouse or Domestic Partner;
2. Your unmarried, dependent children under 26 years of age who rely on You for financial support and maintenance; and
3. Your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.

Deplaning means engaging, by a Covered Person, in the direct and immediate act of moving down, out, or off of the Scheduled Airline while on a Covered Trip. Once the Covered Person's body has completely exited the Scheduled Airline, he or she is no longer Deplaning.

Designated Trip Payment Plan means a selected option of premium payment whereby You enroll for coverage and pay a premium for benefits selected under the Certificate for each Covered Person and Covered Trip. Re-enrollment is required for each Covered Trip.

Dismemberment means, with reference to hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident, and as used with reference to eye, means the irrecoverable loss of the entire sight thereof as a result of an Accident.

Domestic Partner means persons who either,

1. Can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or
2. Can meet all of the following qualifications:
 - a. Have resided with each other continuously for at least 12 months in a sole-partner relationship that is intended to be permanent;
 - b. Are not married to any other person;
 - c. Are at least 18 years old;
 - d. Are not related to each other by blood closer than would bar marriage per state law; and
 - e. Are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments or insurance.

Enrollee means the person who authorizes completion of the enrollment form, who pays the required premium and, if applicable, takes a Covered Trip and enrolls eligible Traveling Companion(s).

Exceptional Danger means a circumstance in which a reasonably prudent person, using ordinary caution, would realize that he or she was at substantial risk of serious injury or death.

Family Member means the Covered Person's Dependent, son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), Domestic Partner's son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), brother or sister (including step or in-law), parent (including step or in-law), grandparent (including step or in-law), grandchild (including adopted and those who are in the process of becoming adopted, foster or step), aunt, uncle, niece, nephew, guardian, or ward.

Felonious Assault means an act of violence against a Covered Person, or the Covered Person's Family Member or Traveling Companion requiring medical treatment in a Hospital.

Financial Default means the complete suspension of operations due to financial situations, whether or not a bankruptcy petition is filed, or partial suspension of operations after the filing of a bankruptcy petition.

High-Risk Articles means the following personal property of a Covered Person:

1. Jewelry;
2. Sporting equipment;
3. Photographic or electronic equipment;
4. Computers and audio/visual equipment;
5. Items consisting in whole or in part of gold, silver or platinum; and
6. Furs or articles made mostly with fur or trimmed or lined with fur.

Hospital means an institution which meets all of the following requirements:

1. It is properly accredited and where required by law, holds a license as a Hospital;
2. It operates mainly for the care and treatment of sick or injured persons as inpatients;
3. It provides 24 hours a day nursing care by registered nurses;
4. It has staff of one or more Physicians available at all times; and
5. It provides organized facilities for diagnosis and surgical procedures.

Hospital does not include any of the following:

1. A facility used primarily for the care of the aged;
2. A mental institution or sanitarium;
3. A facility used primarily as a clinic, nursing home, hospice or similar place of business;
4. A long term nursing unit or geriatric ward;
5. A rehabilitative facility or extended care facility for convalescent patients; or
6. A military or veterans hospital, soldier's home or any hospital that is contracted for or operated by the federal government or any of its agencies for members or former members of the armed forces, unless You are legally required to pay for the services.

With respect to outpatient surgery or diagnostic testing, an ambulatory surgical center or a clinic will be considered a Hospital.

Master Policyholder means the trustee of the AMEX Assurance Travel Group Trust and any successors of such trustee that may serve in the future.

Medically Necessary means a service, supply, drug, or article that is:

1. Recommended and approved by a Physician or Dentist or acting within the scope of his or her license;
2. Consistent with the Covered Person's condition or accepted standards of good medical practice;
3. Medically proven to be effective for the Sickness or Accidental Injury for which it is recommended or approved;
4. Not performed mainly for the convenience of the Covered Person or the Physician or Dentist;
5. Not considered experimental or conducted for research purposes; and
6. The most appropriate level of services which can be safely provided to the Covered Person.

Occurrence means a single instance or a continuous or repeated exposure to conditions during the Period of Coverage which results in eligibility for payment of a Policy benefit. The loss shall be deemed one Occurrence if it is attributable directly or indirectly to one cause or to one series of similar causes.

Participating Organization means the organization of which You are a member that has completed a Participating Organization Application under the Master Policy and has been accepted by the Company.

Pay with Points is a process that may be available to an individual who accrues American Express Membership Rewards Points and then uses the Membership Rewards Points to pay for travel by converting them to statement credits to off-set some or all of the expense of that travel reflected on the individual's American Express Card Account statement.

Period of Coverage means that period of time during which a Covered Person is covered under the Policy. This period begins on the Coverage Effective Date, which is variable by coverage, and ends at 12:01 a.m. on the date immediately following the Covered Trip Conclusion Date.

Permanent Residence means the one primary dwelling place where the Covered Person resides and to which he or she intends to return.

Physician means a Medical Doctor or Doctor of Osteopathy as defined and licensed by the jurisdiction in which the Physician is practicing, and who is providing medical services authorized by his or her license. For the purposes of this Certificate, Physician also means an advanced practitioner licensed in the applicable jurisdiction to provide medical services under the direct supervision of a Medical Doctor or Doctor of Osteopathy, such as an advanced practice nurse or a physician's assistant, and who is providing medical services authorized by his or her license. The treating Physician may not be a Covered Person, Spouse or Domestic Partner of the Covered Person, other Family Member of the Covered Person or anyone else related to the Covered Person by blood.

Plan means the Policy and the benefits described therein.

Policy means the Group Insurance Master Policy AX0126 issued to the Master Policyholder and includes a copy of this Certificate, which is attached to the Policy issued to the Master Policyholder.

Preexisting Condition is a Sickness or Accident that existed, or for which a Covered Person, Traveling Companion or Family Member of a Covered Person or Traveling Companion was treated or received medical advice, before the Coverage Effective Date. The existence of a Preexisting Condition may cause certain benefits to be excluded, as explained in the section Terms That Apply To All Benefits, in the subsection on the Certificate's Preexisting Condition Exclusion.

Reasonable and Customary means the usual fee charged by a Physician or Dentist or by a provider of medical transportation services, or by a mortician, within a certain geographic area. The locality where the charge is made also will be considered. Locality means a county or such greater area as is needed to represent a cross section of providers giving the type of service or supplies for which the charge was made. If the fees charged are higher than the average amounts, the individual receiving the service is responsible for paying the difference.

Replacement Cost means the lesser of the cost to repair or replace Baggage with new material or property of like kind and quality as a result of physical loss, theft, pilferage, and significant damage to or destruction of the Baggage. Deduction for depreciation of the item will also be taken into consideration.

Residence means either the Covered Person's Permanent Residence or Temporary Residence.

Schedule of Benefits means the summary of benefits for all Covered Persons under the Certificate.

Scheduled Airline means a commercial airline that publishes schedules and fares for regular passenger service between cities and which is:

1. Of United States registry and certified for civil scheduled air transport by the United States government to carry passengers on a regularly scheduled basis; or
2. Of foreign registry and approved by the United States government or the appropriate foreign authority where the aircraft is registered; or
3. A Scheduled Charter, defined as an airline charter service that meets all of the following qualifications:
 - a. It is operated by a Scheduled Airline;
 - b. It is licensed to carry passengers for hire;
 - c. It is available to the public; and
 - d. It is not hired, owned or leased by a Covered Person's employer.

Sickness means an illness or disease.

Spouse means a person to whom the Covered Person is married.

Temporary Residence means a dwelling place where the Covered Person intends to reside for a limited time during a Covered Trip, and which is occupied or intended to be occupied by the Covered Person for 45 days or more.

Terrorist Incident means an act, outside the context of declared or undeclared war or of any form of unrest or civil disturbance, committed by one or more persons, neither enlisted nor commissioned in the armed forces of any nation state, for the express or implied purpose of achieving a political, ethnic, or religious goal which causes physical damage to humans, property or infrastructure.

Traveling Companion means a person enrolled by You or enrolled under a separate American Express Travel Insurance Certificate or American Express Award Travel Insurance Certificate who participates in the entire Covered Trip.

Unforeseeable means incapable of being anticipated with ordinary diligence.

Unused Airfare means the nonrefundable expense for a portion of the Covered Trip not taken through a Scheduled Airline.

We, Us, Our means the Company.

You, Your means, or refers to, the Enrollee.

III. DESCRIPTION OF BENEFITS

The benefits chosen by You for the Covered Persons under this Certificate are included on the Schedule of Benefits attached to this Certificate. The required premium for the benefits is also included on the Schedule of Benefits. Once You and any Traveling Companions have been enrolled, You pay the required correct premium, and We validate and accept Your enrollment, We will provide the benefits described in this section to all Covered Persons.

A. GLOBAL MEDICAL PROTECTION

1. Definition of Covered Trip

In relation to Global Medical Protection coverage described below, Covered Trip means a trip that originates from the Covered Person's Permanent Residence for any length of time and that is of a distance greater than a 150-mile radius from the Covered Person's Permanent Residence. If a trip exceeds 60 consecutive days, only the first 60 days of the trip will be covered under the Policy.

2. Emergency Medical and Dental Expense Benefit

a. Explanation of Emergency Medical Expense Benefits

We will pay Medically Necessary costs up to \$100,000 if a Covered Person suffers a Sickness or Accidental Injury occurring on a Covered Trip, subject to the limitations and exclusions described in this Certificate. Such Medically Necessary expenses shall be paid at a Reasonable and Customary rate and must be for:

- (1) treatment by a Physician acting within the scope of his or her license;
- (2) medical services provided in a Hospital;

- (3) emergency prescriptions that directly relate to the Accidental Injury or Sickness suffered while on the Covered Trip; or
- (4) the use of an Ambulance within 48 hours of the initial Occurrence of the Accidental Injury or Sickness.

In addition, the following provisions apply to the Medical Benefit:

- (1) the first expense must be incurred outside of the 150-mile radius from the Covered Person's Permanent Residence;
- (2) care must be received from a medical provider authorized by Us;
- (3) the Covered Person may use the 24-Hour Travel Assistance Hotline benefit to help locate a Physician or medical facility;
- (4) if the Covered Person is admitted to a Hospital or clinic as an inpatient, the Covered Person must make an effort to notify Us within 48 hours of admission or as soon as reasonably possible, in order to confirm the conditions of coverage;
- (5) the Covered Person must ask the treating Physician or facility to contact Us immediately so We can confirm coverage and arrange direct payment of the covered medical expenses; and
- (6) all benefits for medical care, including medical surgery, cease at the earlier date of when Your Covered Trip ends or when Your coverage terminates under the Policy.

b. Explanation of Emergency Dental Expense Benefit

We will pay Medically Necessary costs up to \$750 if a Covered Person suffers an Accidental Injury or Sickness during a Covered Trip that requires Medically Necessary dental care performed by a Dentist acting within the scope of his or her license. This dental care benefit is subject to the limitations and exclusions described in this Certificate. Such Medically Necessary costs are only payable for treatment of natural teeth, including infection, repairing damage to the tooth's surface or loss of a filling.

In addition, the following provisions apply to the Dental Benefit:

- (1) the first expense must be incurred outside of the 150-mile radius from the Covered Person's Permanent Residence;

- (2) care must be received from a dental provider authorized by Us;
- (3) the Covered Person may use the 24-Hour Travel Assistance Hotline benefit to help locate a dental facility;
- (4) all benefits for dental care, including dental surgery, at the earlier date of when Your Covered Trip ends or when Your coverage terminates under the Policy; and
- (5) damage to crowns or to cosmetic dentistry (such as porcelain veneers) benefits, are not covered.

3. Emergency Medical Evacuation/Repatriation Benefit

An amount of insurance up to \$100,000 as selected by You and shown in the Schedule of Benefits will be provided as Emergency Medical Evacuation/Repatriation coverage, as described below. This benefit is in excess of other sources of insurance payable to the Covered Person.

a. Evacuation

If the Covered Person suffers from a Sickness that first manifests itself, or from an Accidental Injury that occurs, while on a Covered Trip and requires Medically Necessary treatment, We will arrange and pay Reasonable and Customary services required for evacuation to the nearest adequate medical facility. This service will be arranged only if the Covered Person's Attending Physician determines that adequate medical treatment is not locally available. Medically Necessary treatment must then be performed by a provider designated by Us. For a list of designated providers, please contact Us at 1-800-228-6855 within the United States or collect to 1-(303)-273-6497 from anywhere else. Timely notification by the Covered Person to Us is required.

Medical evacuation services will be provided by a medical transportation specialist or, if appropriate, by Scheduled Airline or Common Carrier Conveyance. Transportation will be arranged upon authorization from both the Covered Person's Attending Physician and a medical provider authorized by Us who concurs that the Covered Person is experiencing a Sickness or Accidental Injury, and is in need of evacuation. When the Covered Person is confined in a medical facility more than 150 miles from a Permanent Residence and the Attending Physician and Our medical provider determine it is feasible and Medically Necessary to transfer the Covered Person to a medical facility nearer a Permanent Residence to recuperate in familiar surroundings, medical evacuation for the Covered Person will be provided.

If We have previously evacuated the Covered Person to a medical facility and the medical provider designated by Us determines that it is Medically Necessary for the Covered Person to be returned to the point of departure, We will pay the Covered Person's medical evacuation airfare or Common Carrier Conveyance costs from that facility to the Covered Person's return destination within one year from the Covered Person's original Covered Trip Conclusion Date, less refunds from the Covered Person's unused transportation tickets. This benefit will be provided only if the medical provider designated by Us determines that the Covered Person's medical condition will not substantially change within 7 days following Hospital discharge or completion of treatment, thereby allowing the Covered Person to complete the Covered Trip as originally planned. Airfare costs will be of the same class as the Covered Person's original tickets. We will not pay for services arranged without Our prior consent or approval.

b. Repatriation of Mortal Remains

When death occurs while on a Covered Trip We will pay the Reasonable and Customary expenses for the preparation and transportation of the Covered Person's remains or ashes to the commercial airport nearest the Covered Person's Permanent Residence. In no event will We pay more than the enrolled benefit amount. We must approve this service in advance.

c. Visitor To Covered Person's Bedside

We will pay for economy class round trip transportation to the Covered Person's bedside for one person in the event a Physician determines Hospital care of 5 days or more is warranted for the Covered Person during a Covered Trip. We must approve this service in advance.

d. Change of Flight

Should the Covered Person suffer an Accidental Injury or Sickness while on a Covered Trip which leaves him/her confined to a Hospital, and if due to this he/she is unable to return to his/her point of origin on the date originally scheduled, We will pay up to \$100 for domestic flights and up to \$200 for international flights associated with a ticket change for the Covered Person's flight. This coverage will be payable on tickets which have a scheduled return date. This benefit does not cover conditions or events that, on the date the Covered Person left, are either known or known to likely occur.

4. Proof of Loss under Global Medical Protection

In addition to following the Proof of Loss requirements in the section on Terms That Apply To All Benefits, under the subsection on Claims, a Covered Person shall allow the Company, at its expense, to examine the Covered Person as often as is reasonable while the Covered Person's claim is pending. The Company may also have an autopsy performed where it is not forbidden by law.

5. Our Payment of Claims Under Global Medical Protection

We will pay claims under these Global Medical Protection benefits within 45 days after receipt of a complete Proof of Loss payable under the terms of this Policy, as described in the section on Terms That Apply To All Benefits, in the subsection on Claims.

6. Exclusions and Limitations Applicable to the Global Medical Protection

In addition to the General Exclusions And Limitations described in the Terms That Apply To All Benefits section of this Certificate, the following exclusions or limitations apply to this benefit.

a. EXCESS to Other Coverage

All benefits under this Global Medical Protection coverage are excess coverage as described in the section on Terms That Apply To All Benefits, under the General Limitations And Exclusions. This means that any other health, medical, dental or accident insurance coverage the Covered Person may have available to him/her is primarily responsible for paying benefits covered under this Certificate and we pay for expenses not covered by these other coverages, subject to other limitations and exclusions described in the Certificate. If We pay benefits to cover expenses incurred during a Covered Trip, We reserve the right to seek reimbursement from the Covered Person's other health, medical, dental or accident insurance plans. Covered Persons must cooperate with Us if We seek to recover expenses from their primary health, medical, dental or accident insurance carrier.

b. We will not pay either emergency medical or dental benefits, or emergency evacuation and repatriation benefits, for:

- (1) procedures We consider experimental;
- (2) benefits which the Covered Person is entitled to under any Worker's Compensation act;
- (3) any surgical, dental or medical treatment which, in the opinion of the Attending Physician, can reasonably be delayed until the Covered Person returns to or arrives at his or her Permanent Residence;
- (4) any treatment or medication which at the time of departure is required to be continued during the Covered Trip;
- (5) any repatriation of mortal remains costs not authorized by Us;
- (6) the additional cost of a single or private room at a Hospital except when the Physician treating the Covered Person considers it Medically Necessary;
- (7) any dental appliance, any dental or medical prosthesis, hearing aids;
- (8) contact or corneal lenses, or prescription glasses or spectacles, including any examination of the eyes for these purposes;
- (9) cosmetic surgery, except surgery that is reconstructive, incidental and related to an Accidental Injury or Sickness;
- (10) foot care, in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet;
- (11) rest, spa or bath cures, nursing homes for custodial care or other custodial care facilities;
- (12) any transportation other than the medical evacuation/repatriation arranged by Us or use of an Ambulance within 48 hours of the initial Occurrence of the Accidental Injury or Sickness;
- (13) more than the enrolled benefit amount, as indicated on the Schedule of Benefits;
- (14) any surgical, medical treatment, or complications due to either treatments planned or scheduled prior to the Covered Trip Departure Date and received on the Covered Trip;
- (15) acupuncture and services related to acupuncture;
- (16) biofeedback and other forms of self-help or self-care, including related diagnostic services;

(17) homeopathic, naturopathic or aroma therapy treatments; or

(18) care in connection with the detection and correction, by manual or mechanical means, of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.

c. Benefits limited to Covered Person who is injured or sick

Expenses will be paid only for the Covered Person suffering from an Accidental Injury or Sickness. No benefits will be paid for transportation or expenses for any person other than the Covered Person suffering from an Accidental Injury or Sickness;

d. We will not pay emergency medical and dental expenses for a condition:

- (1) for which a Covered Person is either receiving or on a waiting list to receive treatment;
- (2) with respect to which a Covered Person has received a terminal prognosis; or
- (3) which has caused a medical practitioner to advise against traveling or for which the Covered Trip is undertaken solely for the purpose of obtaining medical treatment.

B. TRAVEL ACCIDENT PROTECTION

1. Covered Trip

In relation to Travel Accident Protection coverage Covered Trip means:

- a. A trip that begins at 12:01 a.m. on the Covered Trip Departure Date and ends at 12:01 a.m. on the date immediately following the Covered Trip Conclusion Date, unless an Accidental Death occurs prior to the travel; and
- b. If a Covered Person travels on a Covered Trip to a Temporary Residence, the trip will be covered only for the first 45 days and coverage will terminate at 12:01 a.m. on the 46th day of the trip, but coverage will resume at 12:01 a.m. on the date the Covered Person departs from the Temporary Residence to conclude the Covered Trip.

2. Explanation of Benefits**a. Accidental Death or Dismemberment Benefit**

If a benefit amount is payable under When Benefits Are Payable (subsection below), We will pay the applicable benefit if a Covered Person suffers an Accidental Death or a Dismemberment. We will pay benefits for the greatest loss, either Accidental Death or one category of Dismemberment, sustained by the Covered Person as the result of any one Occurrence. The benefit amounts are reflected on Your Schedule of Benefits.

b. When Benefits Are Payable

- (1) **24-Hour Accidental Death or Dismemberment** This benefit is payable if the Covered Person suffers an Accidental Death or Dismemberment at any time beginning at 12:01 a.m. on the Covered Trip Departure Date and ends at 12:01 a.m. on the date immediately following the Covered Trip Conclusion Date which does not exceed 365 consecutive days from the date of departure, unless the Accident occurs before the Covered Person commences the trip. If the Covered Trip exceeds 365 consecutive days, We will cover only the first 365 days.

This benefit is not payable if the Accidental Death or Dismemberment benefits are payable under the Scheduled Airline and Common Carrier Conveyance benefit described in the paragraph below and also is subject to applicable limitations and exclusions described in this Certificate. Benefits for Accidental Deaths or Dismemberments occurring on a Covered Trip are otherwise payable as provided on the table below, with an Accidental Death or Dismemberment payment a percentage of the total benefit payable per Occurrence.

- (2) **Scheduled Airline and Common Carrier Conveyance Benefit** During the Period of Coverage, this benefit is payable if the Covered Person suffers an Accidental Death or Dismemberment while Boarding, traveling in or Deplaning from a Scheduled Airline or Common Carrier Conveyance. Benefits are payable as provided on the table below, with an Accidental Death or Dismemberment payment a percentage of the total benefit payable per Occurrence.

TRAVEL ACCIDENT PROTECTION BENEFIT TABLE

<i>Benefit</i>	<i>% per Occurrence</i>
<u>ACCIDENTAL DEATH</u>	100%
<u>DISMEMBERMENT</u>	
Loss of both hands or both feet.....	100%
Loss of one hand and one foot.....	100%
Loss of entire sight of both eyes.....	100%
Loss of the entire sight of one eye and one hand or one foot.....	100%
Loss of one hand or one foot.....	50%
Loss of the entire sight of one eye.....	50%

The Accidental Death or Dismemberment must occur within 100 days from the date of the Accident causing the Accidental Death or Dismemberment.

3. Provisions Applicable to Travel Accident Protection**a. Exposure to the elements**

Coverage will be provided for an Accidental Death or Dismemberment as a result of the Covered Person being unavoidably exposed to the elements while on a Covered Trip because of the disappearance, sinking, or wrecking of a Scheduled Airline, or, in regards to the 24-Hour Accidental Death and Dismemberment benefits only, the disappearance, sinking or wrecking of a Scheduled Airline or Common Carrier Conveyance, car wreck or other unavoidable reason.

b. Remains cannot be found

If the Covered Person's remains cannot be found within 52 weeks after the date of an Accident involving the disappearance, sinking or wrecking of a Scheduled Airline on which the Covered Person was a passenger while on a Covered Trip, it will be presumed, subject to the absence of evidence to the contrary, that the Covered Person suffered Accidental Death covered by the Certificate. In regards to 24-Hour Accidental Death and Dismemberment benefits only, this provision applies to any circumstances in which the Covered Person's remains cannot be found, unless such circumstance is otherwise excluded by this Certificate.

c. Coordinating benefits

If a Covered Person is eligible for benefits under more than one type of Travel Accident Protection benefits under this Certificate, We will pay benefits for the greatest loss, either Accidental Death or one category of Dismemberment, sustained by the Covered Person as the result of any one Occurrence.

d. Lump Sum Payment

Accidental Death or Dismemberment benefits will be paid in a single, lump sum. There are no installment payment options for this benefit.

e. Payment of Accidental Death Benefit to Beneficiaries

An adult Covered Person other than Your Dependent may name a Beneficiary or change a Beneficiary at any time. For a Beneficiary designation to become effective, a written request on Our form for designating the Beneficiary must be completed and filed with Us. To obtain a Beneficiary Designation Form, please contact Us at 1-800-228-6855. If the Covered Person dies prior to the date We receive and record the change, payment will be made to the new Beneficiary. Any Beneficiary designations or changes made will take effect as of the date of the signed request. The prior Beneficiary's interest ends the date the new designation takes effect.

If Your Dependent suffers an Accidental Death, You are always the Beneficiary.

If more than one Beneficiary is designated and the Covered Person has not specified the Beneficiaries' respective interests, the designated Beneficiaries will share equally. If no Beneficiary has been designated, or if the designated Beneficiary dies before the Covered Person and no other Beneficiary is named, the benefits will be paid to the surviving person, or equally to the surviving persons, in the first of the following classes in which there is a living member:

- (a) the Covered Person's Spouse or Domestic Partner;
- (b) the Covered Person's children, equally per stirpes; or
- (c) the Covered Person's estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference Beneficiaries. Payment based upon any such affidavit will fully discharge Us from all obligations under the Policy unless, before such payment is made, We have received written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the guardian of the estate of the minor.

If a benefit not exceeding \$1,000 is payable to an estate or a minor, We may pay such benefit to any relative by blood or with a connection by marriage to the Covered Person who is deemed by Us to be entitled. Any payment We make in good faith shall fully discharge Us to the extent of such payment.

f. Proof of Loss Under Travel Accident Protection

In addition to following the Proof of Loss requirements under Terms That Apply To All Benefits, under the subsection on Claims, a Covered Persons shall allow the Company, at its expense, to examine the Covered Person as often as is reasonable while the Covered Person's claim is pending. The Company may also have an autopsy performed where it is not forbidden by law.

g. Timing of Our Payment of Claims Under Travel Accident Protection

We will pay claims under Travel Accident Protection benefits within 45 days after receipt of a complete Proof of Loss, as described in the section on Terms That Apply To All Benefits, in the subsection on Claims.

4. Exclusions and Limitations Applicable to Travel Accident Protection Coverage

In addition to the exclusions and limitations described in the General Limitations And Exclusions section of this Certificate, the following limitations and exclusions apply to Travel Accident Protection coverage:

a. Maximum Accidental Death and Dismemberment Benefit Per Occurrence When Covered By More than One Policy Issued by the Company

If the Covered Person is enrolled under other policies underwritten by AMEX Assurance Company that also provide a benefit for Accidental Death and/or Dismemberment, the maximum sum payable to the Covered Person under all applicable policies for an Accidental Death and/or Dismemberment Loss is \$3,500,000. This does not preclude the Covered Person from receiving all entitled benefits other than Accidental Death and/or Dismemberment benefits, up to the maximum limit disclosed in the Certificate of Insurance, under other AMEX Assurance Company policies.

b. Other Exclusions

Benefits will not be paid if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by:

- (1) driving, riding as a passenger in, entering or leaving a rental vehicle except for the 24-hour Accidental Death & Dismemberment benefit; or
- (2) any Sickness.

**IV. TRAVEL ASSISTANCE AND
OUR 24-HOUR HOTLINE**

All Covered Persons under the Policy are eligible to use the 24-Hour Travel Assistance Hotline services described below:

1. Emergency Assistance

If a Covered Person needs emergency assistance for a covered Occurrence under the Policy, the Covered Person can call 1-800-228-6855, 24 hours a day, 7 days a week within the United States, or call collect at 1-303-273-6497 from anywhere else. Please have readily available the Identification Number of this Certificate, a local telephone number, location and details of the situation. We will confirm the Covered Person's eligibility and assist the Covered Person with the situation. If the Covered Person is unable to get through to Us when calling collect, dial directly at 1-303-273-6497. The assistance coordinator will take the Covered Person's telephone number and return his/her call.

If the Covered Person's emergency needs immediate attention, he/she should acquire local assistance and then contact the Travel Assistance Hotline as soon as the Covered Person is reasonably able to do so. The Travel Assistance Hotline provider will do everything possible to assist the Covered Person immediately upon calling. Unfortunately, there are occasional situations beyond Our control that make providing support difficult. Our assistance providers will make every possible attempt to service the Covered Person during his or her emergency. Our assistance provider's staff will do its very best to refer the Covered Person to appropriate and reputable providers located nearest him or her. However, neither We nor Our assistance provider can be held liable for the outcome or quality of the care the Covered Person receives from these independent practitioners.

2. Pre-trip Planning

Pre-trip Assistance – Before a Covered Person leaves on a Covered Trip, We can provide him or her information on the particular country to which he or she will be traveling, such as passport/visa requirements, inoculations, and travel warnings known to Us.

Consulate/Embassy Referral – We will provide the Covered Person the address and/or phone number of the local embassy or consulate.

Weather Inquiry – This benefit provides the Covered Person with weather forecasts for destinations around the world. We can provide month-to-month averages as well as a short-term detailed forecast.

Foreign Exchange Rates – We are able to provide timely foreign exchange rates throughout the world.

Visa/Passport Requirements – We can provide the Covered Person with the entry requirements for destinations around the world.

Inoculation Information – We will provide the Covered Person with inoculation recommendations that may be needed prior to traveling to his or her destination.

3. Basic Inquiries

Basic Inquiry – We will field calls from the Covered Person about contact numbers, general questions and any other non-emergency questions.

Benefits Inquiry – If the Covered Person should have questions about specific benefits of this service, We will provide the information requested.

Service Only – If the Covered Person is in need of a general service that is not specifically listed, but is still attainable, We will do Our best to provide this service.

4. Financial Assistance

Alternate Cash Source – We are capable of locating ATM's around the United States and in many foreign cities.

5. Medical Assistance

LEVEL I (MEDICAL REFERRAL)

Medical Referral – If an emergency occurs during a Covered Trip that requires the Covered Person to seek urgent and immediate medical advice, the Covered Person should contact the 24-Hour Hotline Travel Assistance to obtain the names and telephone numbers of local qualified Physicians or Dentists that speak his/her language in the area. We are not providing medical advice but rather information. The ultimate choice to seek and accept medical care is the Covered Person's responsibility.

Level II (MEDICAL MONITORING)

Medical Monitoring – If the Covered Person is hospitalized when traveling away from his or her Permanent Residence, Our medical advisors monitor the case from initial admission until discharge by maintaining close contact with the Covered Person and his or her Attending Physician, family Physician and family. Our medical advisors also help determine if adequate care is available locally, and if necessary, facilitate the evacuation of the Covered Person to the nearest appropriate medical facility.

6. Other Assistance Services

Lost Baggage/Document Assistance – We assist with the return of lost baggage by coordinating with the commercial carrier.

Legal Referral – We will provide the Covered Person with convenient legal referrals in his/her general area. The ultimate choice to seek and accept legal advice is the Covered Person's responsibility.

Urgent Message Relay – We will provide for the contact of family and/or friends in the event of an emergency situation while the Covered Person is traveling.

Telephone Interpretation/Translation – We provide emergency telephone translation services in major languages and also make referrals to interpreter services.

V. CHANGING YOUR BENEFITS

If You would like to change the level of Your coverage, please contact Us at 1-800-228-6855. The effective date for the change of coverage will be the next business day following Our receipt, acceptance and approval of the change and subject to the payment of any additional required premium. Changes to the Designated Trip Payment Plan will not be honored unless placed prior to the Covered Trip Departure Date and approved by Us. For the Designated Trip Payment Plan the premium is refundable up to 14 days after the initial purchase of this Plan or the Covered Trip Departure Date, whichever happens first. The premium is non-refundable anytime after the 14th day from the initial purchase of this Plan or the Covered Trip Departure Date, whichever happens first.

VI. TERMS THAT APPLY TO ALL BENEFITS

A. GENERAL PROVISIONS, INCLUDING PREMIUMS AND CLAIMS

1. Premiums

Premiums will be determined for each Covered Person listed on the Schedule of Benefits.

Designated Trip Payment Plan

The applicable single-trip premium will be due prior to the Covered Trip Departure Date.

2. Claims

If a Covered Person experiences a loss for which he or she believes a benefit is payable under this Plan, You or the affected Covered Person must provide both Notice of Claim and Proof of Loss.

a. Notice of Claim

Notice of Claim should be provided to Us within 30 days of the loss. The notice must contain the Covered Person's name, the identification number on this Certificate and a brief description of the loss and associated expenses. Covered Persons may contact Us by calling toll-free stateside 1-800-228-6855 or, if from overseas, by calling collect 1-303-273-6497. Covered Persons may also write to Us at American Express Travel Insurance, P.O. Box 981553, El Paso TX 79998-9920. **Some benefits may require sooner Notice of Claim. Please review if there is a Notice of Claim provision under the Description Of Benefits section in connection with each type of benefit of this Certificate for additional instructions, if any, for submitting a Notice of Claim.**

Failure to provide Notice of Claim within 30 days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if notice was provided to Us as soon as reasonably possible. No claim will be denied based upon the failure to provide notice within such specified time, unless this failure operates to prejudice Us.

b. Claim Forms

At the time a Covered Person provides Us with Notice of Claim, We will assist with the Proof of Loss by providing instructions and/or forms for the Covered Person to complete and return to Us. If We do not send the forms within 15 days after We receive Notice of Claim, the Covered Person may meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss in accordance with the Proof of Loss provision below. Covered Persons must cooperate with Us and provide forms and/or documentation as requested by Us which is required and necessary to process the claim and determine if benefits are payable.

c. Proof of Loss

Proof of Loss requires You or the affected Covered Person to send Us all information We request, at Your or the Covered Person's expense, in order that the claim may be evaluated and that We may make a determination as to whether the claim may be paid. The Proof of Loss documentation may be mailed to Us at the same address provided above for mailing the Notice of Claim.

You or the affected Covered Person must provide Us with satisfactory Proof of Loss within 90 days after the date of loss, or as soon as reasonably possible thereafter if the claim cannot be reasonably submitted within 90 days.

Proof of Loss for any Covered Trip must include the Covered Trip Departure Date and the Covered Trip Conclusion Date, as evidenced by the Covered Person's ticket, the Schedule of Benefits, or the enrollment form or, if none of these documents are available, other verification acceptable to Us.

Please review Proof of Loss provisions under the Description Of Benefits section in connection with each type of benefit of this Certificate for additional instructions, if any, about what We will need for a Proof of Loss relating to the benefit.

It is Your responsibility to provide all required documentation We request. We reserve the right to request all information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until all information We have requested is received. If the claim is for a continuing loss for which We make periodic payments, the claimant must give Us written Proof of Loss within 90 days after the end of each period for which benefits are payable.

d. Our Payment of Claims

Claims for benefits will be paid in accordance with state regulations when written Proof of Loss is received. Benefits that provide for periodic payment will be paid monthly. All benefits are paid directly to the Covered Person, except for medical benefits which may be paid directly to the provider of medical services or Accidental Death benefits which will be paid to the Covered Person's Beneficiary. Any payment that We make in good faith will fully discharge Us to the extent of that payment.

3. Other General Terms

a. Change in Permanent Residence

You must notify Us within 30 days after You change Your Permanent Residence. If the change is to a different state, We may need to adjust the terms of Your coverage (including Your rates) to conform to the requirements of that state.

b. Clerical Error

A clerical error made by the Company will not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

c. Conformity with State and Federal Law

If a Plan provision does not conform to applicable provisions of State or Federal law, the Plan is hereby amended to comply with such law.

d. Entire Contract; Representation; Change

This Certificate, the Policy and any applications, endorsements or riders make up the entire contract. Any statement You make to Us in the application or elsewhere is a representation and not a warranty. This means that You make a statement to the best of Your knowledge based on facts known to You at the time. However, You are not warranting that such statement will remain true in the future. This Certificate may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or Secretary of the Company may change or waive the provisions of the Certificate. No agent or other person may change the Certificate or waive any of its terms. This Certificate may be changed at any time by providing notice to You. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

e. Fraud

If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or by any Covered Person to obtain benefits, all benefits will be denied.

We do not provide coverage to You or a Traveling Companion who, whether before or after a loss, has:

- (1) concealed or misrepresented any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or
- (2) concealed or misrepresented any fact if the fact misrepresented contributes to the loss.

We may terminate this Certificate for fraud or misrepresentation relating to enrollment or filing claims. See section on Termination Or Cancellation Of Coverage below under subsection on Grounds For Termination.

f. Legal Actions

No legal action may be brought to recover against this Plan until 60 days after Proof of Loss has been received by Us. No such action may be brought after 3 years from the date it accrues.

g. Liberalization Clause

If We make a change which broadens coverage under this edition of the Policy without additional premium charge, that change will automatically apply to the Covered Person's coverage as of the date We implement the change in Your state, provided that this implementation date falls within 60 days prior to or during the Period of Coverage described in the Schedule of Benefits.

This clause does not apply to changes implemented through introduction of a subsequent edition of the Policy.

h. Misstatement of Age

If premiums for the Covered Person are based on age and the Covered Person has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Covered Person is insured are based on age and the Covered Person has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

i. Right of Recovery

If We make a payment to a Covered Person under this Plan and the Covered Person recovers an amount from another, equal to or less than Our payment, the Covered Person shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from the Covered Person any amount exceeding the maximum amount payable.

j. Subrogation

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all the Covered Person's other rights of recovery. The Covered Person shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in the Covered Person's name. The Covered Person shall do nothing to prejudice such subrogation rights.

B. GENERAL LIMITATIONS AND EXCLUSIONS

1. Excess Coverage

If any loss under this Policy and Certificate is insured under any other valid and collectible policy, this Policy shall cover such loss, subject to its exclusions, conditions, provisions and other terms herein, **only to the extent that the amount of such loss is in excess of the amount of such other insurance which is payable or paid. This limitation applies to all benefits unless otherwise provided above in regards to a specific benefit in the Description Of Benefits section.**

2. When a Covered Person has Coverage under similar American Express Products

A Covered Person may be covered for similar benefits under different American Express Products. If both products state that the similar benefits are either primary or that the benefits are excess, the product with the lower level of benefits will pay first and the other product will provide excess coverage.

3. When a Covered Person purchases a Covered Trip with Frequent Flyer Points or other travel credits

Benefits under this Certificate are available only for travel expenses paid for in cash or the equivalent to cash, such as through use of a credit or debit card, or when American Express Membership Rewards Points are used in the Pay with Points program. Benefits are not available for travel purchased with travel award credits such as frequent flyer points issued by Scheduled Airlines, vouchers or coupons issued by hotels or rental car companies or similar programs, including such credits purchased by exchanging American Express Membership Rewards Points for such credits.

4. Multiple Certificates of Insurance under this Policy for a Covered Trip

This Certificate takes the place of any Certificate of Insurance previously issued to You under the Policy. You or any Covered Person may qualify under only one Certificate of Insurance issued under the Policy for each Covered Trip. If any Covered Person is insured at the same time under more than one Certificate, We will consider that person to be insured under the Certificate that provides the greatest amount of coverage as shown on the Schedule of Benefits for the Certificate. Upon discovery of the duplication, We will refund any duplicated premium payments that may have been made on behalf of a Covered Person. The records maintained by the Master Policyholder shall determine the insurance provided under the Policy for any Covered Person. The maximum amount We will pay for any one benefit is that which provides the greatest amount of coverage, as shown on the Schedule of Benefits.

5. Preexisting Condition Exclusion

There is no coverage for losses under this Certificate incurred because of a condition of a Covered Person, Family Member, Traveling Companion or Family Member of a Traveling Companion if, during the 90 days preceding and including the Coverage Effective Date:

- a. There was medical advice or treatment received or recommended by a Physician or Dentist for the condition;
- b. Symptoms of the condition were present which would have caused a prudent person to seek medical consultation, dental treatment, advice, examination or treatment; or
- c. If during such 90 day period the condition required taking newly prescribed medication or adjusted medication.

The exclusion does not apply to congenital anomalies of Dependent children who are Covered Persons, Family Members or Family Members of Traveling Companions. Routine examinations for physicals, dental check-ups or similar wellness care visits do not trigger the Preexisting Condition exclusion unless the treating Physician or Dentist diagnoses an injury from an Accident or a Sickness during the examination.

We will waive this Preexisting Condition exclusion in relation to a Covered Person if the Covered Person meets all of the following requirements:

- a. The Covered Person must be medically able to travel at the time the Policy premium is paid; and
- b. The premium under the Policy is paid within 14 days of making the first Covered Trip deposit;

If the Covered Person does not qualify to have the Preexisting Conditions exclusion waived, any Sickness that arises during the Covered Trip that is NOT related to a Preexisting Condition will be eligible for coverage under this Plan.

This exclusion is applicable to all Covered Persons, Traveling Companions, Family Members and Family Members of Traveling Companions, whether or not they are traveling.

6. Exclusions That Apply To All Benefits

Benefits are not payable if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by:

- a. War or any act of war, whether declared or undeclared, or any other activity directly related to and occurring while in the service of any armed military force of any nation state recognized by the United Nations;
- b. Participation in a riot, civil disturbance, protest or insurrection;
- c. Violation of a criminal law, offense or infraction, whether cited or charged, by or on behalf of the Covered Person or Beneficiary;
- d. Being engaged or committing fraud, abuse, or illegal activity of any kind by the Covered Person or Family Member;
- e. Suicide or any attempt at suicide, intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury, or autoeroticism;
- f. Being under the influence of any drug, unless taken as prescribed or administered on the advice of a Physician;
- g. Consumption of alcohol at or in excess of the legal blood alcohol level in the state or locality in which the Accident occurred;
- h. Riding in any capacity in an aircraft other than as a fare-paying passenger on a Scheduled Airline or Common Carrier Conveyance;
- i. Riding or driving in any kind of race for prize money or profit;
- j. Participation in professional sporting events (including training);
- k. Pregnancy, resulting childbirth or abortion except to the extent coverage is required for Complications of Pregnancy;
- l. Cosmetic surgery, except surgery that is reconstructive, incidental and related to an Accidental Injury;
- m. Accidental Injury or Sickness covered under any state or federal workers' compensation, employer's liability or occupational disease law;
- n. Any mental or emotional condition, whether diagnosed or undiagnosed;
- o. Any addiction to drugs, alcohol, prescribed or non-prescribed medication, or any other substance;
- p. Voluntary ingestion, injection, or inhalation of any substance;
- q. Fighting, brawling, or injury from a firearm or knife or any other lethal instrument during a fight or brawl unless acting in self defense;
- r. Intentional exposure to Exceptional Danger except in an attempt to save human life;
- s. Confiscation by any governmental authority, public authority, or customs official; or
- t. Any injury received during or as a result of Commutation.

**VII. TERMINATION OR
CANCELLATION OF COVERAGE**

**A. REASONS FOR TERMINATION OF
COVERAGE OR END OF A COVERED
TRIP**

1. In regards to a specific Covered Trip

For Covered Persons enrolled in a Designated Trip Payment Plan, coverage under the Certificate will terminate at 12:01 a.m. on the date immediately following the earliest of these events:

- a. The Covered Trip Conclusion Date;
- b. The Covered Person completes the Covered Trip;
- c. The Covered Person reaches the final destination point on a one-way trip or arrival at the return destination on a round-trip;
- d. The Covered Trip is cancelled.

2. In General

Coverage under the Certificate will end at 12:01 a.m. on the date immediately following any of these events, except as otherwise be provided in this paragraph or paragraph B.3 of this Section, below:

- a. The Covered Person's Permanent Residence is no longer within the 50 United States of America, the District of Columbia, or territories of the United States;
- b. You request termination of insurance;
- c. We determine that misrepresentation or fraud in enrollment or claims presentation has occurred;
- d. The end of the period for which required premiums are due but not paid;
- e. The Policy or any benefit under the Policy is cancelled; or
- f. We are unable to collect premium from Your Account.

In regards to paragraph e, above, if a Covered Person is on a Covered Trip at the time of termination, the Covered Person's coverage will not terminate until the end of the Period of Coverage for that Covered Trip as defined by this Certificate.

B. REQUIREMENTS FOR TERMINATION

1. During initial 14 day review period

To cancel Your coverage during the initial 14 day review period, You either must:

- a. Return the Certificate, with a request for termination to: AMEX Assurance Company
Attn: American Express Travel Insurance, P.O. Box 471792, Tulsa OK 74147-1792 ; or
- b. Call our Client Service Department at 1-800-228-6855.

**2. After initial 14 day review period, or by
Participating Organization**

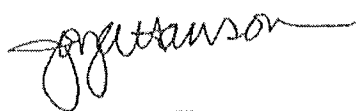
- a. Any termination request after the 14 day review period will receive a pro-rated refund. The Designated Trip Payment Plan Trip Cancellation/Interruption benefits are not refunded on a pro-rated basis. The premium is consumed from the purchase of the Policy.
- b. You may terminate your coverage under the Certificate as described in this paragraph. To terminate coverage, You or the Participating Organization must provide Us with a notice before a requested termination date. The Participating Organization must provide Us with a minimum of 60 days advance written notice before the requested termination date. Termination is not effective until We are notified in writing by the organization.
- c. Either You or the Participating Organization may terminate one or more benefits under the Policy that are offered as an option or all insurance benefits. Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the Policy.

3. Termination or Non-Renewal of Policy By Us or the Master Policyholder

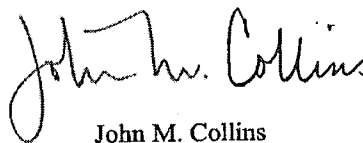
- a. This Certificate is provided to Covered Persons under a Designated Trip Payment Plan, which means that coverage lasts only for the duration of a Covered Trip as defined by this Certificate. The coverage is not renewable.
- b. Either the Master Policyholder or We may terminate the Policy with 45 days' notice to the other party. We shall provide notice to Covered Persons and to Participating Organizations of the date coverage under the Certificate will terminate because the Policy is terminating.
- c. We may terminate this Certificate, or the coverage under this Certificate of any Covered Person, with 45 days' written notice if We determine that You or any Covered Person has made a material misrepresentation or fraudulent statement in enrollment or claims presentation.

- d. We may terminate this Certificate with 10 days' written notice if we are unable to collect premium from Your Account.
- e. Notwithstanding non-renewal or termination of the Policy under paragraphs a. or b., above, if a Covered Person is on a Covered Trip at the time of termination under those paragraphs, the Covered Person's coverage will not terminate until the end of the Period of Coverage for that Covered Trip as defined by this Certificate.

In Witness Whereof, We have caused this Certificate to be signed by Our officers:



Joy A. Hanson
President
AMEX Assurance Company



John M. Collins
Secretary
AMEX Assurance Company

Exhibit B

Jul 30 11 11:00p

Leverage LLC

3016344587

p.3

08042011
08042011
08042011
08042011
08042011

500000020874

American Express Travel Insurance ID Number

Beneficiary Designation Form

Enrollee: Gary V Giordano

Gary V Giordano
12413 Pueblo Rd
Gaithersburg MD 20878

July 27, 2011

Return to:

AMERICAN EXPRESS
ATTN: TRAVEL AND RETAIL SERVICES
PO BOX 981553
EL PASO, TX 79998-9920

Phone #: 800.228.6855

FAX #: 800.858.5971

623.707.4359 (International)

I hereby request that AMEX Assurance Company make the following changes to my American Express® Travel Insurance Plan regarding my beneficiary designation. I understand that if more than one beneficiary is named and no percentage of benefit is indicated each beneficiary will share equally. I also understand that if no beneficiary is named, or the beneficiary dies before me, the benefits under the plan will be paid according to the Policy.

PRIMARY BENEFICIARY DESIGNATION: The percents listed must total 100%.

Full Name (First, Middle Initial, Last) (Do not list yourself)	Beneficiary Date of Birth	Relationship To Covered Person	Address (Street, City, State, Zip)	Percent of Total The sum of these boxes must equal 100%
Example Only: [John A. Doe-Sample]	Example Only: [01/01/1950]	Example Only: [Spouse]	Example Only: [123 A Street, Anytown, WI 99999]	Example Only: [100%]
<i>Gary Giordano</i>	<i>[REDACTED]</i>	<i>Partner</i>	<i>12413 Pueblo Rd Gaithersburg, MD 20878</i>	<i>100%</i>

TOTAL OF ALL PERCENTS MUST EQUAL: 100%

To be properly processed, please list at least one person in the Primary designation spot before listing others as contingent. If there is no primary beneficiary listed the contingent beneficiary(ies) will be considered the primary beneficiary(ies).

In the event the primary beneficiary(ies) dies before me, I designate as contingent beneficiary(ies):

CONTINGENT BENEFICIARY DESIGNATION: The percents listed must total 100%.

Full Name (First, Middle Initial, Last) (Do not list yourself or any Primary Beneficiary)	Beneficiary Date of Birth	Relationship To Covered Person	Address (Street, City, State, Zip)	Percent of Total The sum of these boxes must equal 100%

TOTAL OF ALL PERCENTS MUST EQUAL: 100%

X Covered Person's Name (First and Last)
(Required Please Print)

X Covered Person's Signature: *Robyn Giordano*
(Required)

Date: *7-27-11*

*****SEE PAGE 2 TO COMPLETE FORM*****

AETI-BEN 11/10

Page 1 of 2

00048 20Z (3)

Jul 30 11 11:00p

Leverage LLC

3015344587

p.4

500000020874

American Express Travel Insurance ID Number

Marital Status: Are you Married?

X No _____ Yes

*If Yes, please complete box below.

If you are a resident of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin, your spouse must sign this form *if you have listed someone other than your spouse as Beneficiary.*

Signature of Covered Person's Spouse:

Date:

Please double-check to make sure all the information listed is correct before mailing in to expedite processing of your form.

Exhibit C

Jul 30 11:10:59p

Leverage LLC

3015344587

p.1

500000020874

American Express Travel Insurance ID Number

Beneficiary Designation Form

Enrollee: Gary V Giordano

Gary V Giordano
12413 Pueblo Rd
Gaithersburg MD 20878

July 27, 2011

Return to:

AMERICAN EXPRESS
ATTN: TRAVEL AND RETAIL SERVICES
PO BOX 981553
EL PASO, TX 79998-9920

Phone #: 800.228.6855

FAX #: 800.858.5971

623.707.4359 (International)

I hereby request that AMEX Assurance Company make the following changes to my American Express® Travel Insurance Plan regarding my beneficiary designation. I understand that if more than one beneficiary is named and no percentage of benefit is indicated each beneficiary will share equally. I also understand that if no beneficiary is named, or the beneficiary dies before me, the benefits under the plan will be paid according to the Policy.

PRIMARY BENEFICIARY DESIGNATION: The percents listed must total 100%.

Full Name (First, Middle Initial, Last) (Do not list yourself)	Beneficiary Date of Birth	Relationship To Covered Person	Address (Street, City, State, Zip)	Percent of Total The sum of these boxes must equal 100%
Example Only: [John A. Doe-Sample]	Example Only: [01/01/1950]	Example Only: [Spouse]	Example Only: [123 A Street, Anytown, WI 99999]	Example Only: [100%]
BARBARA GIORDANO		MOTHER	217 BOOTH ST. #104 GAITHERSBURG MD 20878	100%

TOTAL OF ALL PERCENTS MUST EQUAL: 100%

To be properly processed, please list at least one person in the Primary designation spot before listing others as contingent. If there is no primary beneficiary listed the contingent beneficiary(ies) will be considered the primary beneficiary(ies).
In the event the primary beneficiary(ies) dies before me, I designate as contingent beneficiary(ies):

CONTINGENT BENEFICIARY DESIGNATION: The percents listed must total 100%.

Full Name (First, Middle Initial, Last) (Do not list yourself or any Primary Beneficiary)	Beneficiary Date of Birth	Relationship To Covered Person	Address (Street, City, State, Zip)	Percent of Total The sum of these boxes must equal 100%

TOTAL OF ALL PERCENTS MUST EQUAL: 100%

☒ Covered Person's Name (First and Last):

(Required Please Print)

☒ Covered Person's Signature:

(Required)

Date:

*****SEE PAGE 2 TO COMPLETE FORM*****

AETI-BEN 11/10

Page 1 of 2

00048 2002 (3)

Jul 30 11 10:59p

Leverage LLC

3015344587

p.2

01 09
08 08
03 03
23 23
01 01
11 11

500000020874
American Express Travel Insurance ID Number

Marital Status: Are you Married?

☒ No ☐ Yes

*If Yes, please complete box below.

If you are a resident of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin, your spouse must sign this form if you have listed someone other than your spouse as Beneficiary.

Signature of Covered Person's Spouse:

Date:

Please double-check to make sure all the information listed is correct before mailing in to expedite processing of your form.

JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
AMEX Assurance Co.**DEFENDANTS**
Gary Vincent Giordano(b) County of Residence of First Listed Plaintiff Maricopa County, AZ
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Montgomery County, MD
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

Deirdre Johnson, Crowell & Moring LLP (202) 624-2500
1001 Pennsylvania Ave., N.W., Washington, DC 20004-2595**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State PTF ☐ 1 DEF ☒ 1 Incorporated or Principal Place of Business In This State PTF ☐ 4 DEF ☐ 4
- Citizen of Another State PTF ☐ 2 DEF ☐ 2 Incorporated and Principal Place of Business In Another State ☒ 5 PTF ☐ 5 DEF ☐ 5
- Citizen or Subject of a Foreign Country PTF ☐ 3 DEF ☐ 3 Foreign Nation PTF ☐ 6 DEF ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act (Excl. Veterans) <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332

Brief description of cause:

Declaratory judgment that Accidental Death & Dismemberment coverage is void ab initio and no valid claim exists

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23**DEMAND \$**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE Kathleen G. KennedyDOCKET NUMBER 2012-CH-22047

DATE

09/05/2012

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE